

This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 217
Tallahassee, Florida 32301

**AGREEMENT FOR COLLECTION OF SERVICE CHARGES
FOR PRIVATE PAVED ROAD REPAIR SERVICES PROGRAM**

THIS AGREEMENT, made this ____ day of September, 2005 between DORIS MALOY, Tax Collector of Leon County, Florida (hereinafter the "Tax Collector") and LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida (hereinafter the "County").

WITNESSETH:

WHEREAS, the Leon County Board of County Commissioners (hereinafter the "Board"), on August 30, 2005, adopted a new Policy for its Private Paved Road Repair Service Program (hereinafter the "Road Repair Program"); and

WHEREAS, pursuant to the Road Repair Program, the County provides road repair services to applicants owning property adjoining, or adjacent to, the private paved roads for which such services are requested (hereinafter the "Applicants"); and

WHEREAS, in exchange for the County's advancement of the costs for the provision of such road repair services, the Applicants are obligated by written agreement to repay the County their allocated costs for such services in five equal annual Service Charges (hereinafter the "Service Charges"); and

WHEREAS, the Board wishes establish by this agreement the manner in which the Tax Collector, as provided in Fla. Stat. §197.363(5), will act as agent for the County in collecting the Service Charges (hereinafter the "Agreement").

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. The Tax Collector shall provide billing and collection services, in accordance with the terms of this Agreement, for the collection of Service Charges payable to the County through its Road Repair Program (hereinafter "Collection Services")

2. The County shall reimburse the Tax Collector for any and all of the Tax Collector's initial one-time costs incurred in setting up its internal systems for the implementation of the Collection Services including, but not limited to, modification of computer systems and creation of the invoices to be utilized for the Collection Services.

3. The County shall provide to the Tax Collector such information as is necessary for the Tax Collector to mail annual invoices for Service Charges to the Applicants as part of its regular billing cycle in the months of January and/or July.

4. As compensation for the Collection Services, the Tax Collector shall receive annually from the County a fee in an amount equal to two percent (2%) of the amount of Service Charges billed annually (hereinafter the "Collection Services Fee"). In addition, the County shall reimburse the Tax Collector for its annual postage costs incurred in the Collection Services. The Tax Collector shall submit to the County on an annual basis an invoice for the payment of the Collection Services Fee and the reimbursement for postage costs.

5. Upon the Tax Collector's receipt of Service Charges payable to the County, the Service Charges shall be submitted to the County in a frequency and manner as shall be reasonably determined at the discretion of the County.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below.

ATTEST:
Bob Inzer, Clerk of Circuit Court

DORIS MALOY, Leon County Tax
Collector

By: _____
Deputy Clerk

By: _____
Doris Maloy

Date: _____

Approved as to Form:

LEON COUNTY, FLORIDA, a charter
county and a political subdivision of the
State of Florida

By: _____
County Attorney

By: _____
Cliff Thael, Chairman
Board of County Commissioners

Date: _____